Subdivision or Development Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Also known as: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

MONTGOMERY COUNTY, MARYLAND

DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

1401 Rockville Pike, 4th Floor, Rockville, Maryland 20852

**MPDU RENTAL OFFERING AGREEMENT**

 This **MPDU RENTAL OFFERING** **AGREEMENT** (**Agreement**), by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (**Applicant**) and MONTGOMERY COUNTY, MARYLAND (**County**).

 **WHEREAS**, Applicant desires to offer for rent as Moderately Priced Dwelling Units (**MPDUs**) certain dwelling units described in **Schedule A**, attached hereto, pursuant to the provisions and requirements of Chapter 25A of the Montgomery County Code, 2014 as amended, and all applicable Executive Regulations (**Chapter 25A** or **Code**) and pursuant to the Agreement to Build Moderately Priced Dwelling Units for a Permit of 20 or More Dwelling Units for the subdivision or development executed on the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ and the MPDU Declaration of Covenants for Rental Subdivisions recorded among the Land Records of the County (**MPDU Covenants**), as required by Paragraph 8 of this Agreement.

 **NOW, THEREFORE**, in consideration of the mutual promises, conditions, and obligations provided for herein, it is hereby agreed between the parties hereto as follows:

1. DESCRIPTION OF PROPERTY: Applicant hereby offers for rent as MPDUs those certain \_\_\_\_ (number) units of real property located in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (subdivision or development) in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (town and zip code) (referred to collectively as the **Property**, **Properties** or **MPDUs** and individually as **an MPDU**). These MPDUs are more particularly described by lot or parcel, block, street address, unit and property tax identification number as provided in **Schedule A**, attached hereto and made a part hereof.
2. DELIVERY: The MPDUs described in Schedule A must be in compliance with all applicable County building codes and, subject to the requirements of Paragraphs 3 and 5, below, available for occupancy within 120 days of the **Effective Date** of this Agreement (defined below). Time is of the essence with respect to the time period provided for in this Paragraph.
3. ELIGIBILITY OFFERING: For a period of 90 days from the date that the MPDUs are available for rent, the County has a preferential offering period (**Priority Marketing Period**) within which the MPDUs must be made available to households who meet the income qualifications of the MPDU rental program (**Eligible Renters**). The Department of Housing and Community Affairs (**DHCA**) will notify the Applicant in writing of the date on which the first MPDU lease for the development may be written. The Priority Marketing Period will begin on that day, or on the day when the MPDUs are available for rent, whichever is later. If all of the MPDUs are not available for occupancy within 120 days of the Effective Date of this Agreement (for example, due to the staggered completion and delivery of the MPDUs), the Applicant agrees that the Priority Marketing Period for each MPDU shall be 90 days from the date when the particular MPDU is first made available for rent to Eligible Renters. Schedule A shows the estimated date when each MPDU will first be made available for rent to Eligible Renters. The Priority Marketing Period may be extended as provided in Chapter 25A and in Paragraph 5, below.

 The Applicant is responsible for marketing the MPDUs, accepting rental applications, and determining that each prospective renter is eligible to rent an MPDU by certifying that: 1) the prospective renter’s household size and household income meet the household size and income requirements to be eligible to rent the MPDU; 2) the MPDU will be the prospective renter’s primary residence; and 3) the prospective renter has not owned residential property during the previous 5 years and has never owned an MPDU. DHCA does not maintain an MPDU renter eligibility list, so Applicant must rent MPDUs to Eligible Renters on a first-come, first-served basis.

1. PHYSICAL DESCRIPTION OF INDIVIDUAL UNITS: The physical description of the MPDUs is provided in **Schedule B,** attached hereto. Applicant warrants and guarantees that each MPDU will conform, at the time of delivery by Applicant, to the minimum specifications for all MPDUs as required by DHCA. DHCA has the right to inspect the MPDUs to determine whether the Applicant has complied with the minimum specifications.
2. RENTAL RATE: The rental rate for each MPDU offered for rent by the Applicant must be at the rate established by Chapter 25A. The Applicant must make a demonstrable, good faith effort, as determined by DHCA in its sole discretion, to rent the MPDUs to Eligible Renters during the Priority Marketing Period. The Priority Marketing Period will be automatically extended at the conclusion of the first 90-day Priority Marketing Period if there are MPDUs that have not been rented to Eligible Renters, unless DHCA determines that no additional Eligible Renters are available to rent the MPDUs. Any MPDU that has not been rented during the Priority Marketing Period, as extended, to an Eligible Renter may be offered by the Applicant for rent to renters who do not meet the MPDU income requirements (**Non-Eligible Renters**) at the rental rates contained in this Agreement, but only upon prior written approval from DHCA. In an effort to increase the pool of prospective Eligible Renters, prior to DHCA permitting the Applicant to rent the MPDUs to Non-Eligible Renters, DHCA in its discretion, may first increase the maximum income levels for prospective Eligible Renters. If MPDUs are rented to Non-Eligible Renters, those MPDUs, with the exception of the income restrictions for the renters, remain subject to the MPDU Covenants and Chapter 25A.

 In the case of a staggered delivery of MPDUs, DHCA shall not approve any request from the Applicant to open up an MPDU for rent to Non-Eligible Renters until the Applicant has demonstrated that each individual MPDU was made available exclusively to Eligible Renters for a full 90-day period, and that any Eligible Renter that has expressed an interest and the ability to rent the MPDU has been given sufficient opportunity to do so. The Applicant must maintain a public contact log or some other such documentation to assist in establishing that this requirement has been met.

1. NOTICE TO HOUSING OPPORTUNITIES COMMISSION AND NON- PROFIT HOUSING PROVIDERS: Applicant acknowledges that, in accordance with the requirements of Chapter 25A, DHCA must notify the Housing Opportunities Commission (**Commission**) and other non-profit housing agencies or organizations (**Approved Housing Agencies**) that MPDU rental units are available for rent from the Applicant (**DHCA’s Notification**). The Commission and the Approved Housing Agencies have the right to rent up to forty percent (40%) of the MPDUs in any MPDU offering; however, the Commission may not rent more than thirty-three and one-third percent (33.3%) of the MPDUs in any MPDU offering. The Commission and the Approved Housing Agencies have 21 days from the date of DHCA’s Notification within which to notify the Applicant, in writing, of their interest in renting up to 40 percent of the MPDUs. The Commission must designate the specific MPDUs which it and the Approved Housing Agencies are considering renting in its notification to the Applicant. After the Commission notifies the Applicant of its and the Approved Housing Agencies’ intention to rent or not to rent any of the MPDUs, the Applicant may begin renting any of the remaining MPDUs to Eligible Renters. The Commission and the Approved Housing Agencies have an additional 24 days (or 45 days from the date of DHCA’s Notification) to inform the Applicant of the Commission’s (and any Approved Housing Agency’s) final decision with regard to their rental of the MPDUs.
2. DOCUMENTS: **Within 30 days from the date of execution of a Lease Agreement for each MPDU,** the Applicant must provide DHCA with the following documents: 1) a copy of the signed MPDU Renter’s Agreement; and 2) a copy of the signed MPDU Lease Addendum. The MPDU Renter’s Agreement and the MPDU Lease Addendum must be in the format required by DHCA, and the format may be amended by DHCA from time to time.
3. MPDU COVENANTS: At or before the time of the execution of this Agreement by the Applicant, the Applicant must provide DHCA with signed MPDU Covenants, in recordable form, subjecting the MPDUs in the subdivision or development to the requirements of Chapter 25A. The MPDU Covenants will be recorded in the Land Records by the County as soon as practicable.
4. ATTACHMENTS: Attached hereto and made a part hereof are the following documents and/or schedules:
	* 1. Identification of Units Being Offered: Lot or parcel and block, property tax identification number(s), addresses, unit numbers, number of bedrooms, number of baths, approved rent, and date of availability for rent of the MPDUs (**Schedule A**);
		2. Unit Description: Size and number of bedrooms, rental price, and amenities (**Schedule B**);
		3. General Information Sheet (**Schedule C**);
		4. Summary of Unit Distribution by Floor and Unit Type: a summary chart of locations and bedroom composition of MPDUs and market units (**Schedule D**);
		5. Floor Plans: a copy of each unit layout (including dimensions and square footage) for each MPDU unit type, and a typical building floor plan showing locations of MPDUs (**Schedule E**);
		6. Subordination Agreement or Letter from Attorney (**Schedule F**);
		7. Copy of MPDU Covenants (**Schedule G**);
		8. Subdivision Record Plat(s): one copy of recorded plat (**Schedule H**); and
		9. Certified Site Plan: one copy of cover sheet, composite, and specific sheets showing MPDUs in current offering (**Schedule I**).

1. ADDITIONAL DOCUMENTS: Applicant must execute such additional documents as may be necessary or required to effectuate the intent and purpose of this Agreement and Chapter 25A.
2. BINDING EFFECT: Applicant covenants and agrees that the person signing this Agreement on behalf of the Applicant is the Applicant’s authorized representative with full authority to bind the Applicant. This Agreement is binding upon Applicant and the Applicant’s agents, successors and assigns.
3. WAIVERS: A waiver by the County of a specific requirement or default in this Agreement must be in writing; such a waiver is not a waiver of any other or subsequent default of similar or different nature.
4. NOTICES AND LIAISON: Notices and approvals under this Agreement must be delivered in writing to:

Montgomery County:

Department of Housing and Community Affairs

1401 Rockville Pike, 4th Floor

Rockville, Maryland 20852

Attn: MPDU Manager, Affordable Housing Programs Section

With a copy to:

Office of the County Attorney

101 Monroe Street, 3rd Floor

Rockville, Maryland 20850

Applicant (provide contact information below):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attn:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notices may be addressed to such other address in respect to either of the foregoing parties as that party may, from time to time, designate in writing, dispatched as provided in this Paragraph 13.

All notices and approvals required in this Agreement must be in writing to bind the submitting or receiving party.

1. SURVIVAL: The terms of Chapter 25A will survive the execution and delivery of any deeds or leases to the MPDUs and do not merge therein.
2. APPLICABLE LAWS AND REGULATIONS: Applicant agrees to abide by and comply with all applicable laws and regulations, as amended, regarding the subject matter of this Agreement, whether or not such laws or regulations are herein specifically enumerated or referred to.
3. SEVERABILITY: If any part, portion or provision of this Agreement is found to be null, void, illegal, or unenforceable for any reason by any court or governmental regulation or ruling, then only such part, portion or provision is affected thereby and the remainder of this Agreement remains in full force and effect.
4. EFFECTIVE DATE: The Effective Date of this Agreement shall be the date that it is executed by the County.
5. COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
6. RECITALS AND SCHEDULES: The Recitals and Schedules to this Agreement are made a part of this Agreement.

**SIGNATURES APPEAR ON THE FOLLOWING PAGES**

 **IN WITNESS WHEREOF,** the Applicant has caused these presents to be executed by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name), its \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (title), and does hereby appoint the said \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name) its authorized agent to acknowledge and deliver these presents, and the County has on the day and year written below caused these presents to be signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, its \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**WITNESS: APPLICANT:**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Insert typed name of business entity)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**WITNESS: MONTGOMERY COUNTY, MARYLAND:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SCHEDULE A

**Identification of Units Being Offered in** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (subdivision or development name)

Lot or Parcel:\_\_\_\_\_ Block:\_\_\_\_\_ Property Tax Identification Number(s):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Street Address/Building Designation** | **Unit****No.** | **Unit Type** | **No. of Bedroom** | **No. of Baths** | **Approved Rent** | **Date Available\*** |
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\*If units are available for rent at different times, the 90-day Priority Marketing Period for each MPDU will not begin until that MPDU is available for rent.
Unit type refers to the unit layout categories for each type of floorplan.

|  |
| --- |
| SCHEDULE B |
| **Unit Description** |
| **Unit Type** | **Unit Size (sq. ft.)1** | **Number of Units** | **Approved Rental Rates2** |
| **Efficiency** |  |  |  |
| **One Bedroom** |  |  |  |
| **One Bedroom + Den** |  |  |  |
| **Two Bedroom** |  |  |  |
| **Two Bedroom + Den** **or 2nd Bath** |  |  |  |
| **Three Bedroom** |  |  |  |
| 1 Use range if applicable |  |  |
| 2 Excluding utilities |  |
|  |  |
| **Amenities:**  | **Check those provided** |
| **Clothes Washer and Dryer (in unit)\*** |  |  |
| **Dishwasher (in unit)** |  |  |
| **Swimming Pool** |  |  |
| **Exercise Room** |  |  |
|

|  |
| --- |
| **Others (describe)** |

 |  |
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|  |
| \*Required in all MPDU units unless not provided in market rate units |

SCHEDULE C

**General Information Sheet**

1. Development Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Is this the legal name of the subdivision? Yes ⁬ No ⁬

If not, what is the legal name? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Developer Name and Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Who is the contact person and management company for information about this development? Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Company:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Are the utilities being paid by the owner or tenant? \_\_\_\_\_\_\_\_\_\_
2. What is the required security deposit? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. What (if any) restrictions will be placed on the tenant?

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 6. Parking is:

 Surface ⁬ Structured ⁬

 Structured parking fee: \_\_\_\_\_\_\_\_ per ⁬ month or ⁬ quarter

 (no fee is permitted for surface parking)

SCHEDULE D

**Summary of Unit Distribution by Floor and Unit Type**

For single family dwellings (including townhouses), attach a floor plan of each MPDU type with dimensions and square footage along with certified site plan in Schedule J identifying location of each MPDU. For garden and high-rise buildings, attach a floor plan of each MPDU type with dimensions and square footage, and a typical floor plan of the building(s) showing locations of MPDUs and market rate units on each floor, with the appropriate summary chart (below) of location and bedroom composition of MPDUs and market rate units. (Please attach additional pages if necessary.)





SCHEDULE E

**Floor Plans**

Attach a copy of each unit layout (including dimensions and square footage) for each MPDU unit type, and a typical building floor plan showing the locations of MPDUs

SCHEDULE F

Attach either:

1. A copy of an executed subordination agreement from all lien holders on the property showing that the MPDU Covenants will hold a senior position for all liens (example attached); or
2. A statement by an attorney licensed to practice law in Maryland certifying that the MPDU Covenants are superior in recording order to any monetary encumbrances on the property.

Tax ID No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SUBORDINATION AGREEMENT**

 THIS SUBORDINATION AGREEMENT (“Agreement”) is made by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Lienholder”) for the benefit of **MONTGOMERY COUNTY, MARYLAND** (the “County”).

RECITALS:

 R-1. By Deed of Trust [or other applicable instrument] dated \_\_\_\_\_\_\_\_\_\_, 20\_\_\_ (“Deed of Trust”) and recorded among the land records of Montgomery County, Maryland (the “Land Records”) in Book \_\_\_\_\_\_\_\_\_\_\_\_ at Page \_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Developer”) conveyed to \_\_\_\_\_\_\_\_\_\_\_\_\_\_, Trustee and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Trustee certain property more particularly described in Exhibit A (“Property”) attached hereto and made a part hereof, to secure the performance of the covenants therein contained and the payment of a certain indebtedness more particularly described therein in the original principal amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_/100 ($\_\_\_\_\_\_\_\_\_\_\_\_\_\_) (the "Indebtedness") owed by Developer to Lienholder.

 R-2. The proceeds of the Indebtedness will be used by the Developer to develop a residential project at the Property.

R-3. Development of the Property is governed by Chapter 25A of the Montgomery County Code (“Code”) which requires that Developer construct Moderately Priced Dwelling Units (“MPDUs”) on the Property and record a Declaration of Covenants among the Land Records governing, among other things, the rental price of the MPDUs.

 R-3. Developer recorded the Declaration of Covenants dated \_\_\_\_\_\_\_\_\_\_ among the Land Records in Book \_\_\_\_\_\_\_\_\_ at Page \_\_\_\_\_\_\_\_\_\_\_\_\_ (“MPDU Declaration of Covenants”).

R-4. Section 25A-5(n)(3) of the Code requires that the MPDU Declaration of Covenants be senior to all instruments securing permanent financing on the Project.

R-5 The Lienholder desires and intends hereby to subordinate the lien of the Deed of Trust to the MPDU Declaration of Covenants.

 NOW THEREFORE, WITNESSETH that for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lienholder agrees and declares as follows:.

1. Lienholder hereby represents and warrants that it is the current holder of the Indebtedness and that the above Recitals are true and accurate and incorporated into this Agreement by reference.
2. Lienholder hereby subordinates and waives the priority of the Deed of Trust in favor of the MPDU Declaration of Covenants.

**SIGNATURE PAGE FOLLOWING**

 WITNESS the signature and seal of the Lienholder’s authorized representative(s):

 **LIENHOLDER:**

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL)

 Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**STATE OF** :

 : to wit

**CITY/COUNTY OF** :

**I HEREBY CERTIFY** that on this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for the aforesaid jurisdiction, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name), \_\_\_\_\_\_\_ (title) of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Lienholder) and that he/she did acknowledge that he/she executed the foregoing instrument on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Lienholder) for the purposes therein contained, and further acknowledged the foregoing instrument to be the act of \_\_\_\_\_\_\_\_\_\_\_ (Lienholder).

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

 (SEAL)

 **NOTARY PUBLIC**

My Commission expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SUBORDINATION AGREEMENT**

**EXHIBIT A**

(Legal Description)

SCHEDULE G

**Copy of MPDU Rental Covenants**

Attach copy of signed MPDU Covenants and provide signed unrecorded original of rental covenants (unless original was provided previously) to be recorded by the County.

SCHEDULE H

**Subdivision Record Plat(s)**

Attach copy of the recorded subdivision plat or plats

SCHEDULE I

**Certified Site Plan**

Attach certified site plan relevant sheets including copy of cover sheet, composite, and specific sheets showing MPDUs in current offering,

S:\Files\recurring\Housing\MPDU\Forms\Rental Forms\Offering Agreement - Rental\Offering\_Agreement\_Rental\_MPDU\_Feb\_2017.docx